

4. At all times material hereto, Defendant APG acted by and through its employees, agents, servants, workers, and subcontractors, each of whom was acting within the course and scope of his or her authority, subject to the control and direction, and for the benefit of his or her respective principal and employer, the Defendants herein, APG and Guttman.

II. JURISDICTION AND VENUE

5. This Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332 in that (a) Plaintiffs are citizens of Pennsylvania; (b) Defendant APG is a citizen of New Jersey with a principal place of business in New Jersey; (c) Defendant Guttman is a citizen of New Jersey; and (d) the amount in controversy exceeds \$75,000, exclusive of interest and costs.

6. Personal jurisdiction over Defendant APG is proper in this forum under 42 Pa. C.S. §5301(a)(2) because APG carries on a continuous and systematic part of its general business in this forum. Personal jurisdiction over Defendant Guttman is proper in this forum under 42 Pa. C.S. §5322 because he has transacted business in this forum, contracted to supply and/or service things in this forum and has engaged in tortious acts and injuries to Plaintiffs in this forum.

7. Venue is also proper in this district under 28 U.S.C. § 1391 because Defendants are subject to personal jurisdiction in this district and because this is the judicial district where a substantial part of the events or omissions giving rise to this claim occurred.

III. FACTUAL BACKGROUND

8. During 2009, Plaintiffs were in the process of constructing a new home located in Bryn Mawr, Pennsylvania.

9. During August 2009, Plaintiffs investigated several audio-visual contractors in order to select a contractor to install audio-visual equipment and perform other related services (the "Project") in their home. At this time, Plaintiffs came into contact with Defendant Guttman.

10. The parties discussed the scope of the Project, including but not limited to: (a) the installation of an audio-visual system throughout Plaintiffs' home; (b) the installation of audio-visual equipment throughout Plaintiffs' home; (c) the installation of a security system throughout Plaintiffs' home; (d) the installation of a telephone system throughout Plaintiffs' home; (e) the installation of a wireless internet network system throughout Plaintiffs' home; (f) the electrical wiring of Plaintiffs' home to support the above-referenced systems; (g) consultation services relative to the above-referenced Project; (h) the installation of a home automation system, which would have included HVAC, security, cameras, lighting and audio-visual system; and (i) any other related audio-visual services.

11. In order to induce Plaintiffs to enter into the Contract, Defendant Guttman made several representations, including but not limited to: (a) representing that Defendants would perform the Project in a timely fashion and in a workman-like manner; (b) representing that Defendants would work with Plaintiffs other sub-contractors who were building Plaintiffs' home; (c) representing that Defendant Guttman would perform work on the Project at specified dates and/or times agreed upon by Plaintiffs; (d)

representing that Plaintiffs' could open a line of credit with Defendant APG through HSBC Bank so that Plaintiffs could purchase additional audio-visual equipment that Defendants would thereafter install in Plaintiffs' home pursuant to the Agreement; and (e) representing that Defendants would install the audio-visual equipment Plaintiffs' provided to Defendants, as referenced above.

12. After several conversations and correspondences with Defendant Guttman, Plaintiffs chose Defendants APG and Guttman to perform the Project in Plaintiffs' home.

13. After several discussions regarding the scope of the audio-visual services, the parties entered into an oral agreement (the "Agreement") whereby Defendants agreed to perform the above-referenced Project.

14. To complete the Project, Plaintiffs provided in part, but not limited to, the following equipment to Defendants Guttman and APG: (a) ten (10) pairs of Bayaudio 565 in-ceiling speakers; (b) one (1) pair of Bayaudio Phantom in-ceiling speakers; (c) one (1) pair of Bayaudio JM Wall speakers 6.5 (d) two (2) Triad platinum DSP subwoofers 18" with built in amplifier; (e) one (1) Sunfire super Jr. subwoofer; (f) one (1) KEF XQ 20 bookshelf speakers; (g) one (1) Totem Signature One Center channel; (h) one (1) Pioneer Elite 50" plasma television; (i) one (1) Samsung 55" LED LCD television; (j) one (1) Pioneer Elite blue ray DVD player; (k) one (1) Samsung blue ray DVD player; (l) one (1) Panamax 5100 surge protector; (m) four (4) AMX Modero Mio R-4 remote controls; (n) one (1) Marantz 9100 remote control; (o) one (1) Epson Pro cinema 800 projector; (p) one (1) Stewart Firehawk 82" screen; (q) one (1) Request IQ IMS audio server and IQ IMA 8 (8 zone audio amplifier); (r) one (1) AMX NI 3100 controller; (s) one (1) B & K 307 receiver; (t) one (1) NAD receiver; (u) one (1) Russound CA 6.4 whole home amp

with keypads; (v) one (1) pair of Speakercraft AIM 3 in-ceiling speakers; (w) one (1) pair of Speakercraft AIM 1 in-ceiling speakers; (x) one (1) Denon AVP-A1HDCI(A); (y) one (1) Richard Gray Power conditioner 1200; (z) one (1) Panamax/Furman 1500 Power Conditioner; (aa) one (1) AMX Modero 5200i Touchpanel; (bb) two (2) AMX Communicating Thermostat; (cc) one (1) Epson Pro-800 printer; and (dd) any other audio-visual equipment that has yet to be identified. This list is illustrative and not meant to be exhaustive or complete and may be supplemented during the course of discovery.

15. Pursuant to the Agreement, Plaintiffs paid Defendants a retainer and thereafter made periodic payments to Defendants for the work performed on the Project. In addition to the equipment Plaintiffs purchased and provided to Defendants, Plaintiffs paid Defendants approximately \$38,000 for the Project.

16. In spite of Defendant Guttman's representations, Defendants (a) failed to perform work on the Project at the Plaintiffs' home at that times Defendant Guttman specified that work would be performed; (b) failed to install the audio-visual equipment provided by Plaintiffs; (c) failed to perform work on the Project in a timely fashion; (d) failed to perform work on the Project in a workman-like manner; (e) failed to work with Plaintiffs' other sub-contractors who were assisting in the construction of Plaintiffs' home; (f) failed to deliver the audio-visual equipment Plaintiffs purchased through the line of credit opened with HSBC Bank; and (g) took and converted Plaintiffs' audio-visual equipment and, despite Plaintiffs' repeated requests, has failed to return same. The value of the converted equipment is approximately \$30,000.00.

17. Defendants also failed to complete the Project pursuant to the Agreement between the Parties and damaged Plaintiffs' home in the following manner, including but

not limited to: (a) improperly installing and refusing to correct home-wide electrical wiring, thus requiring Plaintiffs to find and pay other entities to repair Defendants' faulty work; (b) failing to complete the installation of the home audio equipment as agreed upon under the Contract, thus requiring Plaintiffs to find and pay other entities to complete the Project elsewhere; (c) eliminating the functionality of Plaintiffs' in-home security, telephone or wireless internet network systems, thus requiring Plaintiffs to find and pay other entities to repair these systems; and (d) such other deficiencies which will be identified through the course of discovery in this matter. Based on estimates obtained to date, it will cost Plaintiffs approximately \$40,000.00 to complete the Project and/or repair any damages or deficiencies caused by Defendants.

18. Plaintiffs requested several times that Defendants complete the Project and/or repair the deficiencies and damages and return Plaintiffs' equipment pursuant to the Parties' Agreement. Defendants failed and refused to do so.

19. As a result of Defendants' acts and/or omissions, Plaintiffs have suffered a loss of the value of their home, the loss of approximately \$30,000.00 in audio-visual equipment, the loss of approximately \$38,000.00 that they paid to Defendants for work that was never performed and will be forced to spend approximately \$40,000.00 to complete the Project and/or repair the damages and deficiencies caused by Defendants.

COUNT I: BREACH OF CONTRACT
PLAINTIFFS V. DEFENDANTS

20. The allegations of paragraphs 1 – 19 are incorporated herein as thought set forth at length.

21. The parties entered into an oral Agreement whereby Defendants agreed to complete the Project in Plaintiffs' home.

22. Defendant Guttman made several misrepresentations in an effort to fraudulently induce Plaintiffs to enter into the Agreement, including but not limited to: (a) representing that Defendants would perform work on the Project in a timely fashion and in a workman-like manner; (b) representing that Defendants would work with Plaintiffs other sub-contractors who were building Plaintiffs' home; (c) representing that Defendant Guttman would perform the work on the Project at specified days and/or times agreed upon by Plaintiffs; (d) representing that Plaintiffs' could open a line of credit with Defendant APG through HSBC Bank so that Plaintiffs could reimburse Defendant APG for any additional equipment Defendant APG purchased to perform the work on the Project; and (e) representing that Defendants would install the audio-visual equipment Plaintiffs' provided to Defendants, as referenced above.

23. Defendants breached the Agreement by (a) failing to perform work on the Project at the Plaintiffs' home at that times Defendant Guttman specified that work would be performed; (b) failing to install the audio-visual equipment provided by Plaintiffs; (c) failed to perform work on the Project in a timely fashion; (d) failing to perform work on the Project in a workman-like manner; (e) failing to work with Plaintiffs' other sub-contractors who were assisting in the construction of Plaintiffs' home; and (f) converting the audio-visual equipment Plaintiffs purchased through the line of credit opened with HSBC Bank.

24. Defendants also breached the Agreement between the parties and damaged Plaintiffs' home in the following manner, including but not limited to: (a) improperly installing and refusing to correct home-wide electrical wiring and home automation system, thus requiring Plaintiffs to find and pay other entities to repair Defendants' faulty

work; (b) failing to complete the installation of the home audio-visual equipment as agreed upon under the Contract, thus requiring Plaintiffs to find and pay other entities to complete the Project elsewhere; (c) eliminating the functionality of Plaintiffs' in-home security, home automation, telephone or wireless internet network systems, thus requiring Plaintiffs to find and pay other entities to repair these systems; and (d) such other deficiencies which will be identified through the course of discovery in this matter.

25. As a result of Defendants' acts and/or omissions, Plaintiffs have suffered a loss of the value of their home, the loss of approximately \$30,000.00 in audio-visual equipment, the loss of approximately \$38,000.00 that they paid to Defendants for work that was never performed and will be forced to spend approximately \$40,000.00 to complete the Project and/or repair the damages and deficiencies caused by Defendants.

26. Plaintiffs have suffered further additional damages resulting from the diminution of the value of their home because of the actions and/or inactions of the Defendants.

27. Plaintiffs will suffer additional damages in the future due to Defendants' breach of the Agreement in failing to perform the Project in a workman-like manner and causing further damage, all of which related repairs will be necessary in order to make the home safe and usable for Plaintiffs.

28. Defendants did foresee or should have foreseen that all of the aforesaid items of damage would occur due to Defendants' failure to perform work on the Project in a workman-like manner and pursuant to the parties' Agreement.

COUNT II: INTENTIONAL MISREPRESENTATION
PLAINTIFFS V. DEFENDANTS

29. The allegations of paragraphs 1 – 28 are incorporated herein as thought set forth at length.

30. Defendant Guttman made several representations to intentionally induce Plaintiffs to allow Defendants to perform the Project in Plaintiffs' home, which Defendants knew or should have known were false, including but not limited to:

(a) representing that Defendants would perform work on the Project in a timely fashion and in a workman-like manner; (b) representing that Defendants would work with Plaintiffs other sub-contractors who were building Plaintiffs' home; (c) representing that Defendant Guttman would perform the work on the Project at specified days and/or times agreed upon by Plaintiffs; (d) implicitly representing to Plaintiffs that Defendants would return, and therefore not convert, Plaintiffs' equipment; and (e) representing that Defendants would install the audio-visual equipment Plaintiffs' provided to Defendants, as referenced above.

31. Defendant Guttman knew, or should have known the above representations to be false when they were made because he: (a) failed to perform work on the Project at the Plaintiffs' home at that times Defendant Guttman specified that work would be performed; (b) failed to install the audio-visual equipment provided by Plaintiffs; (c) failed to perform work on the Project in a timely fashion; (d) failed to perform work on the Project in a workman-like manner; (e) failed to work with Plaintiffs' other sub-contractors who were assisting in the construction of Plaintiffs' home; (f) converted the audio-visual equipment Plaintiffs purchased through the line of credit

opened with HSBC Bank; and (g) failed to complete the Project pursuant to the Agreement between the Parties.

32. Plaintiffs justifiably relied on these intentional misrepresentations to their detriment because they: (a) permitted Defendants to perform work on the Project in Plaintiffs' home; (b) paid Defendants approximately \$38,000.00 to perform work on the Project; (c) entrusted Plaintiffs' own audio-visual equipment with Defendant Guttman so that the equipment could be installed in their home as per the Agreement; and (d) opened a line of credit with Defendants through HSBC so that they could purchase additional audio-visual equipment to be installed in their home, which Defendants ultimately converted.

**COUNT III: VIOLATION OF THE UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW
PLAINTIFFS V. DEFENDANT GUTTMAN**

33. The allegations of paragraphs 1 – 32 are incorporated herein as though set forth at length.

34. Section 2 of Pennsylvania's Unfair Trade Practices and Consumer Protection Law ("UTPCPL"), 73 Pa.C.S.A. §201-2(4)(xxi) provides that "engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion of or misunderstanding" constitutes an "unfair or deceptive act or practice."

35. Defendant Guttman engaged in fraudulent and/or deceptive conduct which created a likelihood of confusion and/or misunderstanding by Plaintiffs regarding the work on the Project to be performed on Plaintiffs' home, including but not limited to: (a) representing that Defendants would perform work on the Project in a timely fashion and in a workman-like manner; (b) representing that Defendants would work with

Plaintiffs other sub-contractors who were building Plaintiffs' home; (c) representing that Defendant Guttman would perform the work on the Project at specified days and/or times agreed upon by Plaintiffs; (d) implicitly representing to Plaintiffs that Defendants would return, and therefore not convert, Plaintiffs' equipment; and (e) representing that Defendants would install the audio-visual equipment Plaintiffs' provided to Defendants, as referenced above.

36. Defendant Guttman intended Plaintiffs to rely on the above misrepresentations and deceptive conduct, as he: (a) made said representations; (b) performed some work on the Project; (c) obtained money from the Plaintiffs to perform the Project; and (d) was entrusted with Plaintiffs' own audio-visual equipment to install in Plaintiffs' home.

37. Plaintiffs justifiably relied on the above-referenced misrepresentations and deceptive conduct to their detriment, as they: (a) permitted Defendants to perform work on the Project in Plaintiffs' home; (b) paid Defendants approximately \$38,000.00 to perform work on the Project; (c) entrusted Plaintiffs' own audio-visual equipment with Defendant Guttman so that the equipment could be installed in their home as per the Agreement; and (d) opened a line of credit with Defendants through HSBC so that they could purchase additional audio-visual equipment to be installed in their home, even though Defendants failed to properly perform work on the Project, failed to complete the Project and failed to return Plaintiffs' equipment.

38. As a result of Defendants' acts and/or omissions, Plaintiffs have suffered a loss of the value of their home, the loss of approximately \$30,000.00 in audio-visual equipment, the loss of approximately \$38,000.00 that they paid to Defendants for work

that was never performed and will be forced to spend approximately \$40,000.00 to complete the Project and/or repair the damages and deficiencies caused by Defendants. .

COUNT IV: CONVERSION
PLAINTIFFS V. DEFENDANT GUTTMAN

39. The allegations of paragraphs 1 – 38 are incorporated herein as though set forth at length.

40. Pursuant to the Agreement, Plaintiffs provided to Defendant Guttman audio-visual equipment purchased through the HSBC Bank line of credit and/or previously owned by Plaintiffs to be installed into Plaintiffs' home by Defendants:

41. As described in length above, Defendants failed to perform work on the Project and failed to install some of the equipment provided by Plaintiffs.

42. Plaintiffs have made repeated requests to Defendant Guttman to return Plaintiff's equipment.

43. Defendant Guttman, however, continues to possess the following equipment purchased and/or owned by Plaintiffs that was provided to Defendant Guttman, including but not limited to: (a) one (1) Denon AVP-A1HDCI(A); (b) three (3) AMX Mio 4 remote controls; (c) one (1) AMX NI-3100 remote control; (d) one (1) Richard Gray Power conditioner 1200; (e) one (1) Panamax/Furman 1500 Power Conditioner; (f) one (1) Pioneer Elite Blue Ray DVD player; (g) one (1) Samsung Blue Ray DVD player; (h) one (1) AMX Modero 5200i Touchpanel; (i) two (2) AMX Communicating Thermostats; (k) one (1) Epson Pro-800 printer; and (l) any other audio-visual equipment yet to be discovered. The equipment listed herein is valued at approximately \$30,000.00.

44. Plaintiffs have been deprived of the use of the above-referenced audio equipment as a result of Defendant Guttman's continued possession.

WHEREFORE, Plaintiffs, Charan Chadha and Stephanie Sposato, respectfully request that this Honorable Court enter judgment in their favor and against Defendants APG Multimedia and Asaf P. Guttman, jointly and severally, as follows:

- (a) consequential damages;
- (b) compensatory damages;
- (c) punitive damages;
- (d) an award of pre-judgment and post-judgment interest;
- (e) an award of costs and attorneys fees; and
- (f) Any such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/Matthew D. Matkov

Albert M. Saltz, Esquire
Matthew D. Matkov, Esquire
Attorney I.D. Nos. 51497/93661
Saltz Matkov P.C.
1171 Lancaster Avenue
Suite 101
Berwyn, PA 19312
(484)318-7225

Attorney for Plaintiffs
Charan Chadha and Stephanie Sposato

Dated: December 30, 2010

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Charan Chadha and Stephanie Sposato

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Saltz Matkov P.C., 1171 Lancaster Avenue, Suite 101, Berwyn, PA
19312 (484-318-7225)

DEFENDANTS

APG Multimedia, LLC and Asaf P. Guttman

County of Residence of First Listed Defendant Essex County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|-----------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------------------------------|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input checked="" type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. sec. 1332

Brief description of cause:
Breach of contract, intentional misrepresentation, conversion

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

12/30/2010

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 404 Boxwood Road, Bryn Mawr, PA 19010

Address of Defendant: 185 Broughton Drive, Bloomfield, NJ 07003

Place of Accident, Incident or Transaction: 404 Boxwood Road, Bryn Mawr, PA 19010
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
(Please specify)

B. Diversity Jurisdiction Cases:

1. ☒ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases
(Please specify)

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, _____, counsel of record do hereby certify:

- ☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- ☐ Relief other than monetary damages is sought.

DATE: _____

Attorney-at-Law

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 12/30/10

Attorney-at-Law

Attorney I.D.#

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Charan Chadha and
Stephenie Sposato (w/fu)

v.

APG Multimedia, LLC and
Asaf P. Guttman

CIVIL ACTION

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ☒ (X)
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

12/30/10

Date

Matthew Matkov

Attorney-at-law

Plaintiffs

Attorney for

484-388-7225

Telephone

484-388-7248

FAX Number

mmatkov@saltzmanmatkov.com

E-Mail Address